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CURRENT TOPICS

President Roosevelt

THE loss of a leader of the stature of PRESIDENT ROOSEVELT is the most grievous that the world can suffer at any time. Although the hour of victory is at hand, his great gifts were needed as much for the gigantic tasks of reconstruction as they had been in the battle against the wicked network of tyranny. The most remarkable proof of his towering greatness is that even the Japanese, who have less cause than most to honour what he stood for, paid solemn public tribute to his memory. He is indeed more than a memory, for his work lives on in the hearts of countless millions whose faith and hope in the destiny of the human race he restored. This great historic figure, it should not be forgotten, began his career as a lawyer, having studied at Harvard and Columbia Universities. It was while he was studying law at Columbia that he met and married Eleanor Roosevelt, a niece of the famous Republican President, Theodore Roosevelt, and a lady whose outstanding personality has made her a dear and familiar figure over the whole world. They settled in New York, and in 1907 he was admitted to the Bar. The future President became a member of the well-known legal firm of Carter, Ledyard and Milburn, of New York. Like other great statesmen who commenced their careers as lawyers, he early gravitated towards politics, and his first step was to contest for the State Senate as candidate for the Dutchess County District in the Democratic interest. So began a political career which suddenly ended last week in the midst of his fourth consecutive term of office. Others have spoken of his engaging charm, his ability to make friends and keep them, and his adroitness as a politician. Lawyers will think of him as one of those whose goal was the greatest that a human being can set himself, the achievement of justice and fair treatment for the common man all over the world. It is mainly through his work and example that this ideal can now be held out as a real hope for tortured mankind. "Death is swallowed up in victory."

A Centenarian Solicitor

SOLICITORS everywhere will be glad to hear of the attainment by one of their number of the ripe age of 100 years. Mr. AUSTIN COOK SMITH, of The Elms, Earsham, has received the congratulations of the LORD CHANCELLOR and the PRESIDENT of The Law Society among the shoals of other letters on his hundredth birthday. Mr. Smith was born at Upland Farm, Bungay, on 5th April, 1845, and was educated at Old Hall, Ware, Herts, and Ampleforth College, Yorks. He commenced as a farmer on leaving college and remained in that business until 1879, when he travelled to London and became articled to a firm of solicitors. On being qualified he returned to Bungay and went into par ership with his brother, the late Mr. Fred Smith. In 1907 he retired in favour of his nephew, Mr. F. H. Smith. In 1906 Mr. Smith was Town Reeve of Bungay and for many years he was the senior feoffee. When he lived at Tyndale Hall he was the local collector of income tax, which was then 2d. in the £. We gather that Mr. Smith is in excellent health and enjoys life to the full. Long may he continue to do so.

Magisterial Appointments

THE EARL OF MUNSTER, reading the reply of the LORD CHANCELLOR to a question by VISCOUNT MERSEY in the House of Lords on 11th April, stated that he would like it to be understood that the policy of proposing, in suitable cases, the names of serving members of His Majesty's Forces for appointment as justices of the peace was one which he would be glad to see pursued by Advisory Committees when considering their recommendations for filling vacancies on the Bench. At an earlier stage of the war he thought it desirable to discourage such nominations because, although qualified to be appointed to be magistrates, those who were serving in the Army, Navy and Air Force could not look forward to discharging magisterial duties for a long time to come. Now, however, he thought the situation sufficiently changed to justify the consideration of some suitable names drawn from serving members of His Majesty's Forces for appointment as justices of the peace, though, even in their case, there is likely to be an interval of time when they would not be available owing to the order in which demobilisation will be carried out.

The Rule of Law

ON the eve of the San Francisco conference, from which so much is hoped, British Commonwealth statesmen have met in London to prepare their submissions to the conference. Among them, Dr. EVATT of Australia, who is a noted jurist and lawyer as well as a statesman, has made a public statement on an important legal aspect of the future organisation for world peace. He said that the plan devised at Dumbarton Oaks gave almost unlimited authority to a small security council in which the Big Five predominated. He was prepared to accept this arrangement as provisionally necessary, but hoped that eventually it would be amended after the period of post-war rehabilitation was completed. He said that executive power should be wielded in accordance with justice, and that an approach should be made to the establishment of

the rule of law in international relations through the jurisdiction of the Permanent Court of International Justice. In commenting on this speech journalists have shown a certain vagueness in their ideas on what the rule of law means. Lawyers who have received their education in constitutional law from the classic pages of Dicey's Constitutional Law will not need further tuition on the meaning of the rule of law. Part II of the three parts into which that great work is divided, consisting of something approaching half the book, is entitled "The Rule of Law." Quite shortly, the phrase is described by Dicey to mean in this country (1) punishment is imposed only after legal trial for a distinct breach of the law; (2) everyone, be he rich or poor, policeman, politician, civil servant or what you will, is subject to the law of the land; (3) the ordinary rights of the individual to freedom of speech, public meeting and personal liberty are vindicated and enforced in the courts of the land. Before these can be enforced there must obviously be a political organisation behind the courts. What shape that political organisation is to take, if the rule of law is to be established in the world and arbitrament by the force of war is forever to be abolished, will depend on the decisions to be taken not merely at the San Francisco conference, but at frequent conferences which it is hoped will continue to take place between leading statesmen of the world.

Value Payments

WHAT may prove to be an important contribution to the problem of the disparity between the treatment accorded to the recipients of value payments and cost of works payments is contained in a letter to *The Times* of 3rd April from Mr. T. J. CULLEN, Chairman of the Association of London Property Owners. After explaining that his council does not object to the value payment on the 31st March, 1939 basis of value, because the owner is in no worse position than if he had sold in 1939, Mr. Cullen points out that the real difficulty arises where the owner wishes to rebuild. He cannot build an equivalent property out of such value payment as he is likely to receive, building costs having risen so enormously. On the other hand, Mr. Cullen states, if he were given a cost of works payment he would get a new property in exchange for an old one, which would be unfair to the taxpayer, who has to meet half the bill. The suggestion put forward in the letter is that the difference between the actual cost of rebuilding and the 1939 value (or such increase on the 1939 value as may be paid under s. 11 of the War Damage Act, 1943) should be lent by the Government to the owner and be repaid over a specified term of years, or earlier at the option of the owner. Mr. Cullen adds that the fear expressed by the Lord Chancellor in the House of Lords on 17th January—that "some very curious results would follow as between different parts of the country" if a cost of works payment were now to be promised for destroyed houses—would be allayed by the proposal, under which any increase of annual value after rebuilding would inure to the benefit of the State. This constructive proposal is worth considering, for, as Mr. Cullen points out in his letter, rebuilding is in the national interest, and in that sense, if no other, the loans would be a remunerative public investment.

War Crimes and International Law

As Chichele Professor of International Law and Diplomacy in the University of Oxford, Professor J. L. BRIERLY is as well qualified as anyone to adjudicate on the alleged legal difficulties in the way of dealing with war crimes. His view, expressed in the *Observer* of 8th April, is that "there need be few legal difficulties, for the legal position is really very simple and legal technicalities are non-existent." Imaginary difficulties arise, he wrote, through thinking that the ordinary criminal law of States comes into the picture at all; the fact being that "the right to try and punish war criminals is a right which a belligerent has under the laws of war." Professor BRIERLY's opinion is that looting and the shooting of hostages are punishable as offences against the laws of war, and that members of a hostile army are not subject to the law of their enemy, even if they are invading his territory. Extradition, therefore, of war criminals cannot be demanded as of right, although, as the Lord Chancellor stated in the House of Lords, the results of representations to neutral states have not been discouraging. The Professor stated that the principle which enables us to recognise a war crime when we see it is that "the only kind of injury to the person or property of an enemy that the existence of war legally justifies is one which serves some military purpose." All that the law requires as to the procedure of trial, in Professor BRIERLY's opinion, is that it should accord with civilised standards of justice. There would be no legal objection, Professor BRIERLY stated, to using a court of a State's own system of criminal justice, a military court, or a specially constituted international court. Here, then, is the authoritative answer to learned arguments in the House of Lords and elsewhere concerning the procedure of trial of war criminals. Professor BRIERLY admitted the practical difficulties regarding arrest and securing evidence, but these, after all, are inherent in every system of criminal law, and they have never yet been put forward as reasons why every effort should not be made to arrest and punish criminals and do final justice.

Personal Aid Service

THE following further details have been made public with regard to the Government's personal aid service for the re-settlement of ex-service men and women. It is announced that 360 re-settlement offices of the Ministry of Labour and National Service will be ready to function in two months' time. The offices will aim at sympathetic, imaginative and individual treatment, and expert advice, such as that of a bank manager on financial matters or a solicitor on legal inquiries, will be arranged whenever necessary. It is also stated that the further education and training scheme for professional careers is already in being, and 850 awards have so far been made. The Ministry is attaching an advisory careers section to each of its regional appointments offices. The offices will supply full information about each profession, the training necessary, and the approximate cost. If financial assistance is required, an award may be granted to an applicant (1) who was unable to start training before joining the Forces; (2) whose training was interrupted by service; (3) who is unable to follow his former career as a result of war service and requires training for another; (4) who needs a refresher course; (5) who desires to qualify for a profession on a higher plane. The test of acceptance for the courses, it is stated, will be whether the applicant is capable of taking full advantage of them. It is added that an additional service which the Government can only maintain with the good will and active assistance of employers is a register of opportunities for employment in higher appointments for young ex-service men and women with potential qualifications which could be developed by suitable employment and training.

Stock Exchange: New Temporary Regulation

THE statement of Treasury policy by the Chancellor of the Exchequer in the House of Commons on 20th February, altering the war-time practice with regard to placings of issues by providing that for the future it would be a definite condition that securities placed might not be sold for six months after the placing, has now been followed by an announcement on 4th April by the Council of the Stock Exchange of the passing of a new temporary regulation 4, to be confirmed on 9th April. This provides that placings of new issues to which Treasury consent has been given may be made directly with principals or through the market who in turn may pass on stock to brokers for placing, but no subsequent dealings may take place until permission to deal has been granted by the council. The Council of the Stock Exchange has posted instructions for the guidance of members wishing to satisfy the requirements as far as possible at the time of placing. Among these instructions are the following: (1) It is the desire of the authorities that securities

should be placed in the hands of strong investors such as institutional investors, trustees, or other long-term holders; (2) If it is desired to satisfy as far as possible the new issue requirements at the time of making the placing, application should be made to the secretary of the Share and Loan Department. Offers of securities being placed must not be made on jobbers' or brokers' investment lists; (3) In the case of conversion issues and rights issues, as at present the guarantors should be, generally, institutional investors. An undertaking should be obtained that any security taken up under the guarantee will not be sold for six months below the issue price; (4) In the case of a conversion combined in one operation with a placing of the same security, permission to deal may be given in the whole issue, but the placing of the cash stock will nevertheless be subject to the condition that it shall not be sold for six months. It appears that the necessities of the present emergency require this temporary preference to be given to "strong investors." It should not be allowed, like so many other "temporary" arrangements, to become permanent.

A Reinstatement Case

A CASE which affords an admirable illustration of the working of the Reinstatement in Civil Employment Act, 1944, was recently heard by the umpire, and has now been reported (H.M. Stationery Office (Case No. 17), *Terence Welsh* v. *Wm. Hood Scott*). The applicant had been a coal salesman before the commencement of his war service, and the respondent, who was a coal retailer, had been his employer. During the applicant's war service the respondent had disposed of his horse, lorry and stable and transferred his business of coal retailer to M. The respondent became a wholesaler of coal, and he supplied M at wholesale rates. The Reinstatement Committee found that the respondent was the former employer under the Act, and that as he was no longer in retail business it was impossible for him to re-employ the applicant. An order for reinstatement or compensation was refused, but leave was given to appeal. The umpire said that he saw no reason for disagreeing with the finding that the transfer of the retail business to M was real and not illusory, and that the Reinstatement Committee were for that reason inconsistent and wrong in describing the respondent as "the applicant's former employer under the Act" (s. 7 (1) and (2) and Sched. II, para. 2). Section 7 (2) provides that where any change takes place in the person carrying on the undertaking, "former employer" is to be construed as referring to "the person for the time being carrying on that undertaking." For that reason the respondent was not the former employer, and the appeal would be dismissed. However, as the applicant had in the umpire's view been prevented from making earlier application to M, as his possible "former employer" by "reasonable cause" within the meaning of the proviso to s. 2 (2) of the Act, his application to M, if made "as soon as reasonably may be after" the receipt of the umpire's decision, would not be out of time.

Ministry of Works Prime Cost Contract for Groups

IN circular 64/45, issued on 4th April to clerks of all housing authorities in the London Civil Defence Region, reference is made to para. 6 of Circular 184/44, dated 21st December, 1944, and a copy is enclosed of the revised form of prime cost contract (Form M.O.W./PC/2) for use by local authorities for the repair of war damage to dwellings where grouping of firms and/or pooling of labour and other resources is carried out. The contract, it is stated, will replace the present Ministry of Works form of prime cost contract for use by groups formed under the ægis of the Ministry of Works, and may also be used for groups formed independently of the Ministry of Works, but approved by the local authority. The new contract is an adaptation of Form MH/PC/1 to render it suitable for use for group contracting. This is secured by an additional paragraph in the recital to the contract and an additional sub-paragraph (cl. 2 (2)). These are respectively: "And whereas the Builder has also agreed in the undertaking of such work to make use in the manner hereinafter set out of the pooled resources of certain other builders who are, or may be, willing to co-operate in the formation of such a pool under arrangement made by the Ministry of Works." "2. (2) In the execution of such works the Builder undertakes:—(*a*) that he shall not employ upon such works more of his own employees than shall be approved from time to time by the S.O." (supervising officer appointed by the authority) "(*b*) to engage (subject to the concurrence of the Ministry of Labour and National Service) the remainder of the persons required, equipped with the necessary hand tools and appliances, from the available resources of the pool; (*c*) to remunerate the employers of the persons drawn from the pool from the Percentage Additions to be paid under Clause 6 (2) hereof, to the extent agreed between the Builder and such employers." Other main differences are: (1) for administrative convenience there is a single scale of percentage additions on the builders' direct work (this scale, as are the percentage additions in Form MH/PC/1, is a sliding scale). (2) Similarly, insurances form part of prime cost. (3) Because of the sharing of tools, etc., amongst contractors making up the group, insurances against fire and theft of the plant, machinery and other appliances, excluding small tools, upon the site but not for incorporation in the works, may, in the case of this contract only be admitted to prime cost.

Local Government Boundaries

ACCORDING to the new Local Government Boundary Commission Bill, the text of which was published on 10th April, the Government proposes that a Commission of five members is to be empowered to alter the boundaries of any local authority's area in England and Wales excluding the County of London; to amalgamate or sub-divide authorities; to create new urban and rural districts and county boroughs; and to diminish the powers of county boroughs by depriving them of their county powers. No county boroughs, it is proposed, are to be created in Middlesex, and elsewhere the Commission is not to award county borough status to boroughs with less than a population of 100,000. The Minister of Health is to make regulations prescribing the general principles on which the Commission is to operate, and these regulations are to be subject to approval by both Houses of Parliament. All orders made by the Commission are also to be subject to confirmation by Parliament. A Statutory Orders (Special Procedure) Bill, the text of which was published on the same day, lays down a new and simplified procedure for statutory orders made by the Commission, orders made under the Water Bill now before Parliament, and orders made under the Town and Country Planning Act, 1944, which require the approval of Parliament. With regard to London, the Minister of Health announced in the Commons on 12th April that a committee had been appointed under the chairmanship of LORD READING "to examine and review the number, size, and boundaries of the Metropolitan boroughs and the distribution of functions between the London County Council on the one hand and the Common Council of the City of London and the Metropolitan borough councils on the other hand, and to make recommendations."

Recent Decision

In *Kemp* v. *Minister of Pensions*, on 11th April (*The Times*, 12th April), TUCKER, J., held, following *Adams* v. *Naylor* [1944] 1 K.B. 750, that a merchant seaman who died as a result of internal hæmorrhage and head injuries suffered owing to being run down by a motor car while the deceased was ashore at Alexandria with permission, on his own affairs, and when he was on his way back to the ship, had not suffered a "war injury" within the meaning of s. 8 (1) (*a*) (iii) of the Personal Injuries (Emergency Provisions) Act, 1939, and his widow was therefore not entitled to a pension. His lordship dismissed an appeal by the widow against the decision of No. 1 Pensions Appeal Tribunal.

LIMITATION (ENEMIES AND WAR PRISONERS) ACT, 1945

THE Limitation (Enemies and War Prisoners) Act, 1945, provides for the suspension of the running of periods of limitation in respect of actions between parties either of whom is an " enemy " as defined in the Act, or is a person " detained in enemy territory." It is retrospective in its operation, being deemed to have had effect since the 3rd September, 1939 (s. 6 (2)). It applies to the periods prescribed, not only by the Limitation Act, 1939, but by all the other well-known special limitation enactments which are saved by s. 32 of that Act, including the special short period of limitation prescribed by s. 7 (1) of the Matrimonial Causes Act, 1937, in respect of various kinds of nullity petitions. But it will be convenient here to refer to the Act of 1939 as if it comprehended all matters of limitation.

A person who is an alien enemy at common law has no *persona standi in judicio :* see *Porter* v. *Freudenberg* [1915] 1 K.B. 857, and *V/O Sovfracht* v. *Gebr. van Udens Scheepvaart en Agentuur Maatschappij* [1943] A.C. 203 (a case more conveniently referred to as *s.s. Waalhaven*, after the vessel which it concerned). Where a person thus has no legal capacity to be *actor* in any proceedings, it is impossible for any cause of action to accrue in circumstances where he would be plaintiff, since no cause of action can accrue except where there is both a potential plaintiff and a potential defendant : see the *Russian Banks* cases [1934] Ch. 720, where no cause of action accrued because the corporations which were the necessary defendants had been dissolved. It follows that if a cause of action would have accrued to a person who, at the time when it would otherwise have accrued, is an alien enemy at common law, no cause of action can actually accrue, and time cannot start to run. But if the cause of action has once accrued the period does not cease to run unless there is something in the statute to prevent its doing so. In the Limitation Act there is no such exception in respect of cases where the parties are on opposite sides of the line of war, nor has there ever been such an exception in English law. Apparently a different rule has grown up in the United States of America (see *Hanger* v. *Abbott* (1867), 6 Wallace 532) ; but it is supported by no English authority, and, indeed, such authority as exists is the other way (see, for instance, *Prideaux* v. *Webber* (1661), 1 Lev. 31).

Alien enemy defendants are in a different position, since an alien enemy can be a defendant (see *Porter* v. *Freudenberg*) ; though there are obvious practical difficulties as to service of the writ. Thus a cause of action can accrue against an alien enemy and there would be nothing to prevent time running in his favour. Still less would there be anything to stop time continuing to run in favour of a person who becomes an alien enemy after the accrual of the cause of action.

Pausing there, and considering only the simplest sort of alien enemy, that is, a German carrying on business in Berlin continuously since before the war, one finds, in the sixth year of the war, a rather curious state of affairs. First, this German would be nearing the date on which he, as defendant, would be protected by the Limitation Act against proceedings for a pre-war breach of contract. Second, time would be running in the German's favour in respect of a cause of action against him (e.g., for libel) accruing in 1940 to an Englishman. Third, if he was already entitled at the outbreak of war to sue an Englishman for breach of contract, time would almost have run against the German. Fourth, if he would, but for the war, have become able in 1940 to sue an Englishman, time will never have run against him at all. Evidently, therefore, legislation was necessary now that the sixth year of the war is far advanced.

But the actual situation is far more complicated : the Germans and Japanese have, in fact, overrun large areas of friendly territory, including not only such foreign countries as France and Holland, but also considerable British territories in the Far East, and, nearer home, the Channel Islands. It appears from *s.s. Waalhaven* that the inhabitants of these overrun territories (or at least of such territories as came entirely under the control of the enemy government) are alien enemies at common law so long as that state of affairs lasts, just as much as the German in Berlin. Finally, there have been a number of instances in which territories have come under a degree of enemy dominance, not amounting to full control, but quite sufficient to make business relations with persons in this country impossible. Persons carrying on business in such areas are probably not alien enemies at common law, so that a different set of rules applies to them, since they do not lose procedural capacity.

To meet all these cases there has been evolved during the course of the war a wide statutory definition of enemy territory, and of " enemy," contained in the Trading with the Enemy Act, 1939, as amended by a number of Defence Regulations. This statutory definition includes all territories which at common law are enemy territory and a variety of others. It is this statutory definition which is adopted in s. 2 of the Limitation (Enemies and War Prisoners) Act, 1945. In particular, it is important to observe that the definition in s. 2 of enemy territory includes places which are, or have been, " enemy territory " merely by reason of a declaration of the Board of Trade that they were to be deemed enemy territory for the purposes of the Trading with the Enemy Act (for instance, Syria or the former " unoccupied " France). Again, the definition includes a reference to regs. 6 and 7 of the Defence (Trading with the Enemy) Regulations, 1940 ; their broad effect is that territory in enemy sovereignty does not cease to be enemy territory for the purposes of the Trading with the Enemy Act by reason only of its occupation by the forces of the United Nations, and, for many purposes, territory formerly enemy-occupied does not *ipso facto* cease to be enemy territory for the purposes of that Act upon its liberation, but must await a specific order of the Board of Trade. Section 2 of the Limitation (Enemies and War Prisoners) Act defines " enemy " by reference to this wide conception of " enemy territory," and by s. 2 (4) it is provided that a certificate of a Secretary of State as to certain matters affecting the definition of enemy territory shall be effective for the purposes of this Act, if given under the Trading with the Enemy Act. The effect of this subsection is to make such a certificate of, for instance, the fact that Paris was in enemy occupation at a given date, conclusive evidence for the purposes of this Act. The definition of " enemy " includes also all other persons who are or have been enemies for the purposes of the Trading with the Enemy Act ; some of these " enemies " are not in enemy territory at all, as, for instance, persons on the " Black List."

Such being the definition of " enemy " for the purposes of the new Act, s. 1 (1) provides that " if at any time before the expiration of the period prescribed by any statute of limitation for the bringing of any action any person who would have been a necessary party to that action if it had then been brought was an enemy . . . the said period shall be deemed not to have run while the said person was an enemy." That is to say, in all cases where a party to an action is or becomes a statutory enemy, time, if running already, ceases to run, and, if it has not started to run, does not do so. Further, s. 1 (1) provides that the period " shall in no case expire before the end of twelve months from the date when he ceased to be an enemy, or from the date of the passing of this Act, whichever is later." There follows a proviso with reference to a peculiar class of enemy, viz., those persons who are enemies " only as respects a business carried on in enemy territory." A person with a head office in Buenos Ayres and a branch in Hamburg is an enemy *qua* the Hamburg house under this rubric. It is provided that s. 1 is only to apply to such a person in respect of actions arising in the course of the enemy part of his business.

Subsection (2) deals with a question of proof which might well have given trouble ; if it is once proved that A was resident or carrying on business in enemy territory, that state of affairs is to be presumed, unless the contrary is proved, to have continued until the area ceased to be enemy

territory. In the absence of such a provision it might easily have been impossible to show that A, who was last heard of carrying on business at Munich in September, 1939, is still resident in Munich at this moment. Subsection (3) is also a provision for convenience, and is to the effect that an interval of not being an enemy between two periods of enemy status is not to count as a break in that status.

The bulk of s. 2 consists of the definitions of "statute of limitation," "enemy" and "enemy territory" already mentioned. By subs. (2) references to a person being a necessary party to an action are to be construed as references to a person who would have been a party if the trading with the enemy legislation (including the Custodian Orders) had never been passed. This subsection appears to be necessary because the Custodian of Enemy Property has, or may have, had, a statutory transfer of all or some of an enemy's rights.

Besides enemies, the short title of the Act refers to "War Prisoners," an expression not found in the text of the Act. "Prisoners of war," in the strict sense of military prisoners, are not enemies at all (*Vandyke* v. *Adams* [1942] Ch. 155). The statutory definition of "enemy" comprises everyone "resident" in enemy territory; residence in a place is not the same thing as being in it, since there must be some voluntary element about residence. Besides prisoners of war, there are other classes of people who can hardly be said to be "resident" in enemy territory, but who are in fact in enemy territory and cannot get out; civilian internees in Malaya are an obvious example. It is not clear whether such persons come within the definition of "enemy" in the new Act. But as they evidently ought to be treated in the same way as enemies, the Act covers also persons "detained in enemy territory." "Detained" is a vague word, and the Act contains no definition of it. Perhaps that was unavoidable, but we are inclined to think it unfortunate. By s. 2 (3), where a person has been "detained in enemy territory," the detention is to be deemed to continue till the person actually leaves enemy territory.

The rest of the Act may be quickly summarised. By s. 3 the Act is to bind the Crown. Section 4 adapts the Act for purposes of its application to Scotland. We are not qualified to express instructed views on this section, but we observe that in the Scottish version of s. 1 (1) the Act is only to apply in the case of limitation periods of under ten years. Whatever the effect of this phrase in Scotland, it suggests that it may have been unnecessary to draw the English sections so widely as to effect the twelve-year periods of limitation. The real need for the Act is in those cases to which the six-year and shorter periods apply, the war now being nearly six years old. It is difficult to conceive cases in which there would be injustice if the Act were not to apply to the twelve-year periods, while on the other hand the possibility of extensions six or seven years long coming on top of a twelve-year period will tend to have an unsettling effect on conveyancing for years to come. *Interest reipublicae ut sit finis litium.*

The limits of the Act deserve special notice. It applies only to periods prescribed by "statutes of limitation" (defined in s. 2) for the bringing of actions. "Action" is defined in s. 2 as "civil proceedings before any court or tribunal" and is to "include arbitration proceedings." The new Act thus only extends existing statutory limitations on civil legal proceedings. It does not affect periods specified by statute for the doing of acts, e.g., lodging claims for war damage payments or for compensation under the Compensation (Defence) Act, 1939. Nor does it affect periods specified by contract for the doing of acts; for instance, a stipulation that a coupon must be presented by a certain date is unaffected. Finally, it deals only with "enemies" and "persons detained in enemy territory." It does not protect other persons who have, in fact, difficulty in suing in time for reasons connected with the war: this matter is not a very serious one in connection even with the six-year period, as the remotest soldier in Burma would have time to write to his solicitor within such a period. But there is a *prima facie* case for a change in connection with the one-year period prescribed by s. 21 of the Limitation Act, 1939, for proceedings against "public authorities"; s. 21 will certainly require serious attention before long. No doubt there are other ways in which the new Limitation (Enemies and War Prisoners) Act could have been made more comprehensive, and experience will doubtless show that some further amendments are needed. The important thing is that a start has been made, and that the Act is not unintelligibly complicated. Indeed, when one considers the enormous number of sorts of enemy, and the infinite variety of legal relations into which an enemy might have entered, it is a matter for congratulation that the draftsman has contrived to frame the Act so shortly.

A CONVEYANCER'S DIARY

ANNUITIES FREE OF TAX

Re Tatham [1945] Ch. 34 is the latest of the line of cases flowing from *Re Pettit* [1922] 2 Ch. 765, which were reviewed by Evershed, J., in a considered judgment. The question which arises in each of them is the destination of allowances recovered from the revenue authorities by an annuitant whose annuity has been paid after deduction of tax at the full standard rate for the year. If the annuity is simply one of £*x*, the trustees pay to the annuitant £*x* less tax at the standard rate, they pay the tax to the Revenue, and the reliefs recovered by the annuitant are kept by the annuitant. But in *Re Pettit* the testator directed his trustees to pay "an annuity of £1,000 free of duty and income tax" to his widow. As Romer, J., pointed out, the effect of this direction in 1918–19, when the standard rate of tax was 6s. in the £, was that the trustees had in the first instance to set aside £1,428 11s. 5d., of which they had to pay £428 11s. 5d. to the Revenue and £1,000 to the testatrix. But the Income Tax Acts did not require the full standard rate to be paid on the whole of this sum, and a certain amount was recoverable. That amount was payable by the annuitant to the trustees, as she had already had the whole £1,000 which the testator had given her.

The next reported case was *Re Jones* [1933] Ch. 842, in which the will provided for "such an annuity as after deducting therefrom income tax at the current rate for the time being would amount to the clear yearly sum of £350." Now this formula is not the same as "£350 free of income tax." "Current rate" means the standard rate, and the effect of this disposition is to provide a gross annuity ascertained by the addition of the amount which is to be left after paying income tax to the amount of income tax at the standard rate. In terms of the example used by Romer, J., in *Re Pettit*, the amount of an annuity of £1,000 in 1918–19 calculated by the *Re Jones* formula is not £1,000 free of tax, but £1,428 11s. 5d. subject to tax. It is the latter figure which represents the sum named by the testator as his bounty and the annuitant is therefore entitled to keep as much as the Revenue authorities will let him. If, then, the trustees deduct tax at the standard rate and the annuitant recovers some of it, he can keep what he recovers. The will has not given him a net sum, but a sum calculated by "grossing-up" a named net sum. And thus Eve, J., decided. The formula used in *Re Jones* may well have produced this result unexpectedly, because the formula itself is one which may well have been used by mistake. The usual reason for its use (and, I think, the reason for its invention) is to get round the provision in r. 23 (2) of the All Schedules Rules that "every *agreement* for payment of interest, rent or other annual payment in full without allowing any" deduction of tax "shall be void." In a will however it is perfectly effective to give £*x* a year free of tax."

In *Re Kingcome* [1936] Ch. 566, the trustees were directed to pay out of the income of the testator's estate "an annuity

of £365 (clear of all death duties and income tax and so that such duties shall be payable out of the said income and not out of capital)." This formula was held to be covered by *Re Pettit*.

Re Maclennan [1939] Ch. 750 was concerned with a provision in a deed, but it was dealt with on the same principles as one in a will. The provision in question was that the trustees were to pay to A " such an annual sum as together with the amount of " a certain annuity " would (if such annual sum and annuity respectively were payable to A absolutely) after deduction of income tax but not sur-tax leave in her hands the sum of £500 clear of all deductions for income tax but not sur-tax." In this case also, Bennett, J., and the Court of Appeal held that the allowances recovered must be returned to the trustees.

In *Re Eves* [1939] Ch. 969, the provision of the will was for payment of " the yearly sum of £1,000 to be paid free of all duties and free of income tax at the current rate for the time being deductible at the source by equal quarterly payments." This gift was held indistinguishable from that in *Re Pettit* as to its substance and consequences.

Finally, we have now *Re Tatham*, where the testator directed his trustees to pay to a certain annuitant " such a sum in every year as after deduction of income tax for the time being payable in respect thereof will leave a clear sum of £350." After reviewing the cases, Evershed, J., held that this provision was distinguishable from that in *Re Jones* owing to the absence of such a reference to the " current rate," or the standard rate, of tax, such as was present in *Re Jones*. The learned judge held that the reference to income tax in *Re Tatham* looked to the amount of income tax actually payable and not to the standard rate. Thus the gift amounted to one of £350 a year free of tax, and the case fell under *Re Pettit*.

These distinctions are indeed fine. But the central passage in the judgment of Evershed, J., lays down a practical working rule: " The reasoning underlying all those decisions involves the result that, in formulæ of the kind here in question, there must be found, if the annuitant is to be held not accountable in respect of the reliefs and other repayments, a limitation, by express words or necessary inference, of the phrase ' income tax ' to ' income tax at the standard rate ' ; and that, in the absence of express words, the necessary inference will not lightly be drawn " (at p. 43). The effect of this passage seems to be that the annuitant is accountable for the repayments in all cases where the annuity is expressly given " free of tax " or is so given by a circumlocution, unless there is a clear reference to the standard rate, as there was in *Re Jones*, so as to show that the reference to the standard rate is only introduced as a factor in calculating a gross amount.

Various incidental points have been decided in regard to the rule in *Re Pettit*. In that case itself the annuity was not the annuitant's only income. The trustees were held not entitled to the whole of the reliefs, but only to an aliquot portion. The court directed the amount actually recovered from the Revenue to be apportioned in the proportions which the net annuity as received by the annuitant bore to the rest of her net income, disregarding the repayment itself. In *Re Kingcome* the court declared that an annuitant who failed to claim the repayments due to her was a trustee for the will-trustees of her right to recover the repayments and was bound on their request to sign the necessary form. A like declaration was made in *Re Eves*, with the addition of a specific direction that the annuitant should pay to the trustees all tax recovered, or should enable them to obtain payment, with liberty to apply.

Re Tatham was the first reported case after the introduction of the system of so-called " post-war credits " by Finance Act, 1941. These " credits " are, of course, not credits at all. By s. 6, subss. (2), (3) and (4), the extent of certain reliefs was reduced. Under s. 7 it is provided that the amount of extra tax payable as a consequence of those subsections of s. 6 is to be recorded and notified to the taxpayer and " shall be credited to the taxpayer at such date as may be fixed by the Treasury as soon as may be after the determination of hostilities." Evershed, J., called the expression " post-war credits " " something of a misnomer." He stated that what the taxpayer has been given is " a promise that at some future date after the war he will obtain a ' credit ' for an amount of which he has already been notified." Evershed, J., declared that the annuitant " is accountable to the trustees for a due proportion (in respect of the annuity) of any rights and benefits to which she is or may become entitled by virtue of s. 7 of the Finance Act, 1941."

LANDLORD AND TENANT NOTEBOOK

LETTING DANGEROUS PREMISES

In two recent articles—that on " Trees," 89 Sol. J. 91, and that on " Transfer of Burden," *ib.*, p. 172—I had occasion to refer to the decision in *Wilchick* v. *Marks and Silverstone* [1934] 2 K.B. 56, and to subsequent cases in which it was slightly modified. The great importance of this decision was that it showed that a landlord might be liable for injury and damage occasioned by disrepair if he had merely reserved the right to effect repairs. Before then it had been established that he would be liable if he had undertaken to do repairs, and it had also been laid down that a landlord who knowingly let premises in a dangerous condition under a tenancy which did not oblige the tenant to repair would be liable for nuisance. But what has, I believe, not yet been satisfactorily settled is whether a landlord who lets dangerous property by an agreement making the tenant responsible for repairs is liable for injuries and damage sustained by third parties as a consequence of the dangerous condition, whether aware of that condition at the time of the demise or not. There is at present, as the result of enemy action, a good deal of property which is either patently or latently dangerous, and the question whether a landlord who with knowledge, actual or constructive, of the danger, lets such property is protected against third parties by a tenant's repairing covenant is worth examining accordingly.

The question was mooted, but not decided, in *Gwinnell* v. *Eamer* (1875), L.R. 10 C.P. 658, some fifteen years after the decision in *Todd* v. *Flight* (1860), 9 C.B.N.S. 377, and a couple of years after that of *Pretty* v. *Bickmore* (1873), L.R. 8 C.P. 401.

Taking these cases in chronological order, *Todd* v. *Fligh* was an action which was decided on a demurrer. The plaintiff, whose property had been damaged by chimneys falling from houses owned by the defendant but let to another party, alleged that the defendant, *well knowing* that the chimneys were dilapidated and in danger of falling, let the house to B.B., *and* wrongfully *suffered* the chimneys to be and continue and be kept in that state. The argument in support of the demurrer was that the declaration did not allege occupation by the defendant. The following passage from the judgment of Erle, C.J., indicates the *ratio decidendi*: " It is alleged that the defendant let the houses when the chimneys were *known to him* to be ruinous and in danger of falling, and that he *kept and maintained* them in that state ; and thus he was guilty of the non-repair which led to the damage, and after the demise the fall appears to have arisen from no default of the lessee, but by the laws of nature."

It will be seen that this authority does not go very far. The demurrer impliedly admitted not only the letting of dangerous premises, but also the knowledge of their condition, and also the right to repair ; and all three facts were mentioned in the rejection of the argument, and it is impossible to say whether one or two of them would have sufficed. Also, there appears to have been a common assumption (which was later disposed of by *Wilchick* v. *Marks and Silverstone*) that only one of the two parties, the landlord or the tenant, could be made liable, and the suggestion that the laws of nature should

prevail over those of England in a court of justice is, if I may say so, a trifle naïve.

In *Pretty* v. *Bickmore* damages were claimed for injuries due to a defective coal-plate and the plaintiffs (husband and wife) framed their declaration in this way: the defendant was *possessed* of a messuage with an arched vault in which there was a coal-plate, etc.; he *knowingly*, negligently and improperly suffered the plate and surrounding stonework to become out of repair and dangerous; and *whilst* it was in that condition let the house to a tenant without requiring and obliging the tenant to repair. Another count alleged that he let the house on terms that he, the defendant, would put it into repair. This time there was no demurrer, and the facts established were that the defendant had agreed to repair when letting for a term of twenty-one years to one K, whose lease, however, contained a tenant's covenant to keep in repair; that the accident occurred after K had taken possession and had paid rent, but while the defendant's men were still engaged in putting the premises into repair. On these facts, *Todd* v. *Flight* was distinguished: there was no causal connection between the failure to repair by the defendant and the injury to the plaintiff once the duty had been cast on the tenant. Again it was never suggested that both might be liable.

The query made in *Gwinnell* v. *Eamer* arose in this way. The action was brought against a landlord for injuries suffered by a passer-by owing to a defective grating (which had been installed thirty years earlier and never as much as inspected since). One year before the accident the defendant had let the house to a tenant who covenanted to repair the premises except for roofs, main walls, etc. The jury found that the grating was unsafe at the time of the demise; that the defendant was then unaware of its condition; and that she was not to blame for her ignorance. Applying *Pretty* v. *Bickmore*, the court non-suited the plaintiff. In the words of Brett, J.: "If the landlord at the time of the demise *knows* of the defect and does nothing to cause it to be remedied, he may be liable *too*. But I doubt very much whether, if the burthen of repair is cast upon the tenant, the duty of the landlord does not altogether cease."

Thus the position is that in *Todd* v. *Flight* the landlord (it must be assumed) both knew of the danger and had the right to repair; in *Pretty* v. *Bickmore* knowledge of the particular defect was not proved, but the landlord succeeded on the ground that the tenant was liable; but in *Gwinnell* v. *Eamer* the suggestion was made that this might not be conclusive of the proposition that a landlord who knew of the danger might not be liable as well.

Wilchick v. *Marks and Silverstone*, and *Wringe* v. *Cohen* [1940] 1 K.B. 229 (C.A.), in which it was modified, and *Heap* v. *Ind Coope & Allsopp, Ltd.* [1940] 2 K.B. 476 (C.A.), in which the principles were approved, were all cases in which the tenants were under no liability, and their importance lies in the fact that they established that a landlord with a right of repair continues responsible for nuisance, and this whether he knows or does not know of the defect. Briefly, it may be said that what was shown was that occupation was not the essential reason; though occupation implies control, which was the basis of responsibility, but control can be shared. A large number of authorities, including those mentioned above, were examined and reviewed in *Wringe* v. *Cohen*, but with a view to deciding whether and to what extent knowledge was material rather than to considering whether a tenant's covenant absolved a landlord who had no access. My own submission would be that if a landlord is ever to be held liable to the public for injuries occasioned by disrepair after he has let to a tenant undertaking repairs, it will be on the ground of negligence and not of nuisance. It is, I think, just possible that a landlord who *knowing* the premises to be in a dangerous condition let to a tenant who undertook repairs, but who was to the landlord's *knowledge*, financially unable to effect them, might be held guilty of a breach of duty to take care, though he could not be said to have committed or authorised any nuisance.

COMMON LAW COMMENTARY

WHO IS A "PUBLIC AUTHORITY"?

SECTION 1 of the Public Authorities Protection Act, 1893, enacts that "in proceedings against any person for any act done in pursuance of any Act of Parliament, or of any public duty or authority, or in respect of any alleged neglect or default in the execution of such Act . . . the following provisions shall have effect: (*a*) the action . . . shall not lie . . . unless it is commenced within six months after the act . . . complained of." This is substantially reproduced by s. 21 of the Limitation Act, 1939, with the substitution of "twelve" for "six" (see "Common Law Commentary," 89 SOL. J. 139, "Limitation of Actions against Public Authorities").

In *Lanart* v. *Clark* (1945), S.L.T. 109, it was argued that the Act does not apply to individuals or natural persons acting in discharge of a public duty, and that the person pleading the Act must be a public authority. The First Division held that it was settled by authority that a natural person may be a public authority within the meaning of the Act. The defender was an air-raid warden acting in execution of his duties, at the material time, and was protected. Several English cases were referred to: *Nelson* v. *Cookson* [1940] 1 K.B. 100 (a medical officer of a county hospital); *Greenwell* v. *Howell* [1900] 1 Q.B. 535 (the officials of a county council engaged in testing a road); and *Griffiths* v. *Smith* [1941] A.C. 170 (the managers of a non-provided public elementary school).

It has been held in many cases that "any person" must be limited so as to apply only to public authorities (*Bradford Corporation* v. *Myers* [1916] 1 A.C., at p. 247). And in *Griffiths'* case, Lord Simon, L.C., said: "There is, however, a considerable body of case law to the effect that the Act (as its short title indicates) does not apply to protected defendants who are not, in some sense, 'public authorities,' even though they are acting under statutory powers." In the Lord President's view, Lord Simon had in his mind no distinction between public authorities which are corporations and public authorities who are natural persons.

Jeune, J., in *The Ydun* [1899] P. 236, said: "Limiting one's view to the enacting words . . . it is not easy to see why a railway company, for example . . . which certainly does acts in pursuance . . . of an Act of Parliament, is not included, [but] it must be gathered from the short title of the Act . . . that it is only public authorities which come within the purview . . ."

WORKMEN'S COMPENSATION: COURSE OF EMPLOYMENT

Section 1 (1) of the Workmen's Compensation Act, 1925, provides for compensation in respect of accidents arising "out of and in the course of the employment." Subsection (2) provides that "an accident resulting in the death or serious and permanent disablement of a workman shall be deemed to arise out of and in course of his employment, notwithstanding that the workman was at the time . . . acting in contravention of any statutory or other regulation . . . or of any orders given by . . . his employer, or that he was acting without instructions from his employer, if such act was done by the workman for the purposes of and in connection with his employer's trade or business."

In *Aspden* v. *Mayor of Darwen* (1945), 12 L.J.C.C.R. 15, a problem on subs. (2) came before Judge Peel, K.C. The applicant's deceased husband, in order to be able to proceed with his afternoon shift, went for a natural purpose to a disused mill which was being demolished. Part of the mill collapsed and killed him.

The judge found that the claim could not come within subs. (1), but subs. (2) gave him more difficulty. He referred to *Noble* v. *Southern Railway*, 33 B.W.C.C. 176, where Lord Maugham propounded three questions which had to be answered in such cases: (i) Was the accident one which arose out of and in the course of employment? (ii) If not, is this because the workman was acting in contravention of some regulation or order (including acting without instructions—an implied prohibition)? (iii) If so, was the act done for the purposes of and in connection with the employer's trade or business?

Question (i) had already been answered in the negative. As to (ii), the judge found that there was no prohibition, express or implied; and in any case that the negative answer to (i) was not due to the contravention of such prohibition, even if there had been one. The judge's answer to (iii) would have been affirmative. The application was therefore dismissed.

This may be compared with *Brotherton* v. *J. & A. Jackson, Ltd.* (1928), 21 B.W.C.C. 382. The workman had been warned not to pass under the bucket of an excavating crane. He left the crane for a time to warm himself at a neighbouring kiln, as he was entitled to do, and on returning to work took a short cut under the bucket, which fell and killed him. It was found that the short cut was taken for the purposes of the employers' business, and the fact that the employee had disregarded the warning did not take him outside the sphere of his employment.

TO-DAY AND YESTERDAY

LEGAL CALENDAR

April 16.—The following is from a letter in the Hatton Correspondence, dated the 16th April, 1689: "This night ye judges are to be sworne. In ye K.B., Holt, Dolben, Winnington, Aires; C.P. Pollexfen, Powell, Ward, Rookeby; in ye Exchequer Sr. Rt. Atkins (if he will accept, but many say he will not), Nevill, Ventris and Turton. It is reported that Sr. Rt. Atkins is so disgrrubl'd not to be Ch. J. of ye Com. Pleases yt he sath he will not have his brothers scimm milke. This day Ch. Baron Montague wase very busy in discoursing severall lords in ye lobby, and many thought he was turned sollicitor for his old place." This was the forecast as to the new judges after the Revolution of 1688. In fact Ventris went into the Common Pleas instead of Ward and was replaced in the Exchequer by Lechmere. Gregory, instead of Winnington, went into the King's Bench, and Sir Robert Atkins proved not too "disgrrubled" to become Chief Baron, thus succeeding his brother Edward, whom James II had made Chief Baron.

April 17.—On the 17th April, 1689, William Bew, a highwayman caught at Brainford after a relatively short career, was hanged at Tyburn. His brother, much more famous in the same occupation, had been killed at Knightsbridge some years earlier in a fight with some thief-takers.

April 18.—Agitator though he was, it was liberty with which John Lilburne was concerned and not mere mischief making or fishing in troubled waters. He fell foul both of the absolutism of Charles I and of Cromwell's dictatorship. He was still quite young when, for circulating various publications offensive to the bishops, he incurred the punishment carried out on the 18th April, 1638, of being whipped from the Fleet Prison to Palace Yard, Westminster, and there standing on the pillory for two hours. Even there he undauntedly continued to distribute the obnoxious publications and spoke so boldly against tyranny that it was thought necessary to gag him.

April 19.—John Larkin was an Irishman from Antrim, who received a good education, which he completed at Glasgow University, afterwards going back to his native country as a schoolmaster. Subsequently he took Holy Orders, came to England, and returned to his old occupation of teaching in Lancashire. Extravagance, however, brought him into financial difficulties which he relieved by systematic and extensive forgeries of bonds and bills of exchange. He also exploited the charitable by pretending to collect money for the redemption of poor Christian captives from slavery, presenting forged credentials purporting to be signed by a bishop and several eminent divines. He was eventually detected, pilloried and imprisoned, and while in gaol he fell under suspicion of having assisted some other convicts in manufacturing false coin. He was convicted and hanged at Tyburn on the 19th April, 1700. To the last he denied that he was guilty of coining. He took a decent leave of the spectators and thanked the chaplain for his visits, handing him a paper in which he admitted that he had committed so many cheats that he had not time to recount them all, though he mentioned as many circumstances as he could.

April 20.—At a meeting of the benchers of Lincoln's Inn on the 20th April, 1676, William Martin, a member of the Society, was put out of commons for "misbehaving himselfe in being a common sollicitor, and particularly solliciting a cause against this Society of Lincoln's Inn, and on the reproofe by the Masters of the Bench given him for the same, he so misdemeaned himselfe as he gave them a further just cause of offence against him."

April 21.—At a council held on the 21st April, 1635, the benchers of Lincoln's Inn considered information given "that Mr. Nichols, one of the gent. of this House, this last vacation came into the Hall in meale time in a scarlett or redd coate, and satt him downe upon the forme towards the upper end of the table next to the Barr table; and, being admonished by a Butler sent unto him from the Barr messe to departe out of the Hall, did within the Hall strike the said Butler; and did otherwise misdemeane himselfe in a very disorderly manner towards the gent. of the Barr messe; and useth oftentimes to come into the Hall at meales with a sword under his gowne." He was ordered to attend the next council. (When the matter was considered he was fined £3, put out of commons till payment, and ordered to make an apology at the Bench table.)

April 22.—On the 22nd April, 1675, the benchers of Lincoln's Inn "ordered that none be buryed under the Chapell of this House but such as at such tyme of their deceases have chambers in the House and have beene usually in commons; and not to be done without leave of the Bench in terme time, and of such of the Bench as are in the town in the vacation time."

WHISTLER *v.* RUSKIN.

The collection of "Famous Retorts" in the columns of the *Sunday Times* recently included the celebrated passage in cross-examination during the hearing of the libel action brought by Whistler against Ruskin, when Sir John Holker, the Attorney-General, representing the defendant, asked the plaintiff how long it took him to knock off his "Nocturne in Black and Gold," and the artist replied "About two days, perhaps." "Oh, two days! The labour of two days, then, is that for which you ask 200 guineas?" "No, I ask it for the knowledge of a lifetime"—a reply deadly enough to a leading counsel whose briefs were marked in hundreds of guineas. It was of the Nocturne ("The Falling Rocket at Cremorne Gardens") that Ruskin, then venerated by the public as one wielding pontifical authority in the criticism of art, had said that "the ill-educated conceit of the artist so nearly approached the aspect of wilful imposture" that it should not have been admitted into the Grosvenor Gallery. He added that he had

" never expected to hear a coxcomb ask 200 guineas for flinging a pot of paint in the public's face."

THE ARTIST AMONG THE LAWYERS.

The eccentric and volatile genius at whom this gibe was cast brought an action for libel against his critic to vindicate the right of the artist to paint as he liked and not as critics thought he ought to paint. Ruskin was too ill to attend the trial before Mr. Baron Huddleston, but Frith and Burne-Jones gave evidence in his favour. Whistler called William Michael Rossetti, but the occasion was above all for him a triumphant exposition of his ideals and his personality. For him it was a heaven-sent chance that the counsel pitted against him was " sleepy Jack Holker," the tall, plain Lancashire man sprung of manufacturing stock, whose high success with juries was that through him " the justice of his cause appeared to shine as though a somewhat dull but altogether honest medium." On such an opponent Whistler could hardly fail to score a direct hit when he put the question : " Do you think now you could make *me* see the beauty of that picture "? The artist paused, scanned the face of the Attorney-General carefully and after a long silence replied : " I fear it would be as hopeless as for a musician to pour his notes into the ear of a deaf man." The personal triumph was complete, though in the end the technical victory was limited to a farthing damages without costs. (Whistler's counsel, Serjeant Parry, had feared that his eccentricity might rob him of the verdict.) The public raised a fund to pay the costs of the well-to-do Ruskin, while the painter was allowed to go bankrupt. But Whistler had the last word. In a catalogue of an exhibition of his pictures he collected some of the more egregious utterances of his critics, heading them with a quotation from the Attorney-General's speech : " I do not know when so much amusement has been afforded to the British public as by Mr. Whistler's pictures."

COUNTY COURT LETTER

The Definition of a Service Occupancy

IN *Vint* v. *Hayes*, at Worcester County Court, the claim was for possession of a house known as Elm View, Stoulton. The plaintiff was a fruit grower, and his case was that he had employed the defendant (a member of the Women's Land Army) since October, 1939. Her work had been the driving of a tractor, but she had to give it up for health reasons on the 8th September, 1944. The house had been let to her in consequence of her employment, and the rent of 10s. a week was deducted from her wages. The house was now required for a foreman and his family, one of whom would be a tractor driver. The defendant's case was that the high rent was inconsistent with the suggestion of a service occupancy. Half the house, now empty, was let to workers in the summer. The defendant offered to give up one bedroom and to have joint use of the kitchen. His Honour Deputy Judge A. R. Churchill was satisfied that the house was let to the defendant in consequence of her employment. An order was made for possession in eight weeks.

Soldiers as Farm Workers

IN *Attorney-General* v. *Parkinson*, at Cheltenham County Court, the claim was for £31 1s. 10d. in respect of soldier labour provided on the defendant's farm in 1941. A defence had been filed, alleging that the labour was hired for potato picking, but the men were not sufficiently supervised by the N.C.O., who spent most of his time brewing tea. In the main, the soldiers caused more work than they did by pelting each other with potatoes and they threw many hundredweights over the hedge. The defendant did not appear, and was not represented at the trial. His Honour Judge Donald Hurst observed that the defendant did not substantiate his allegations, but had written as follows : " I much regret I have not attended to this account. There can be few excuses for such prolonged delay, but there was a glut of potatoes that year, and a consequent loss of income." Observing that the loss of income was the cause, and that there was no truth in the allegations about the soldier labour, His Honour gave judgment for the amount claimed, with costs.

POINTS IN PRACTICE

Questions from solicitors who are REGISTERED ANNUAL SUBSCRIBERS are answered, without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the staff, are responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 88-90, Chancery Lane, W.C.2, and contain the name and address of the subscriber, and a stamped addressed envelope.

Informal Second Charge on Land

Q. I am acting for the vendors and purchaser of real estate. There is a mortgage to a building society, with further charges to the society, and a document in possession of the secretary to the society in the following terms : " We . . . hereby acknowledge to have received from G the sum of £50 upon loan, which we undertake to repay together with interest at the rate of £3 per cent. per annum, and we agree that the said loan shall be considered a charge upon (the property in question) now in mortgage to the society, and we agree to give a valid and effectual mortgage of the said premises to the said G when called upon by her so to do and that we will not give a further charge to any other person without the consent of the said G." Dated 11th March, 1938. Signed by vendors. Stamped 6d. If this document is not registered under the Land Charges Act, C (1), I assume it can be ignored so far as the purchaser is concerned. If it is registered, is it properly stamped, and should the ordinary form vacating receipt be used when it is discharged ? It appears to me to be more an agreement to create a charge than a valid charge.

A. The purchaser is protected by s. 13 of the Land Charges Act unless the document mentioned is registered. If it is registered the purchaser should insist on the registration being properly cancelled by G. The document is not properly stamped ; it is, in effect, an equitable mortgage under hand and requires a stamp of one shilling. Even if unregistered, as our subscriber is acting for the vendors, he should see that the £50 and interest is paid and that G authorises the destruction of the document.

REVIEW

Confessions of an Un-common Attorney. By REGINALD L. HINE, F.S.A., F.R.Hist.B. 1945. pp. xix and 268. London : J. M. Dent & Sons, Ltd. 15s. net.

In this book the author has rendered a signal service to his branch of the legal profession. That the learning of the Bench and of the Bar should take in history and polite literature is still accepted as natural and was once a matter of course, but the idea has gained currency that the solicitor is, almost of necessity, a mere legal technician, utterly unconcerned with anything beyond the Current Digest, the Annual Practice, unrepealed legislation and such articles in the legal press as bear directly on these. No doubt there are some mean and illiberal enough to forget " that it takes more than law to make a lawyer," but these have sometimes been sufficiently vocal to produce the impression that they are representative. This book provides the answer and the antidote. " Uncommon " the author is, in that in him the personalities of practitioner, antiquarian, historian, bibliophile, man of letters, and also man of his time, are so blended and combined that it is impossible to separate one from the other, but Pt. I, treating of his life as a country solicitor, from its beginning under articles in one of the oldest firms in England, reveals, both by lively personal experience and scholarly research, how varied in their pursuits (taking only those purely professional) must be even the common attorneys, his brethren ; they are infinitely varied as the English social scene itself, in which they and their predecessors have worked honourably and faithfully from generation to generation. This book richly overflows with history and experience, anecdotes, ancient and modern, portraits of great and small, sketched from the life or rescued from oblivion, reminiscences, discoveries and observations, all infused with a wit and a wisdom, ranging so widely over the fields of human life and work in all its diversity, that no one can fail to find constant pleasure in it. Finally, the beauty of the presentation in point of binding, type and illustrations is worthy of an author who is a bibliophile, and deserves an express tribute, as showing the imaginative use it is possible to make even of war-time materials.

BOOKS RECEIVED

The Juridical Review. Vol. LVII. No. 1. April, 1945. Edinburgh : W. Green & Son, Ltd.

Why Crime ? By CLAUD MULLINS. Some causes and remedies from the psychological standpoint. 1945. pp. ix and (with Index) 130. London : Methuen & Co., Ltd. 6s. net.

Tax Cases. Vol. XXVI. Part I. London : H.M. Stationery Office. 1s. net.

NOTES OF CASES

COURT OF APPEAL

***In re* Warden & Hotchkiss, Ltd.**

Scott and Morton, L.JJ., and Cohen, J. 5th March, 1945

Company—Special resolution—Articles—Seven days' notice to be given of general meeting—Notice not given to members in South Africa—Special resolution passed at meeting—Whether invalid.

Appeal from a decision of Uthwatt, J. (89 SOL. J. 94).

The articles of association of W., Ltd., provided: Regulation 42, "Seven days' notice at least, specifying the place, the date and the hour of meeting, and, in case of special business, the general nature of such business, shall be given to the members in manner hereinafter mentioned . . . but the non-receipt of such notice by any member shall not invalidate the proceedings at any general meeting." Regulation 109, "A notice may be served by the company on any member, either personally or by sending it through the post in a prepaid letter . . ." Regulation 111, "Any notice, if served by post, shall be deemed to have been served at the time when the letter containing the same would be delivered in the ordinary course of post . . ." On the 14th January, 1944, the company held a meeting at which it purported to pass a special resolution providing for an alteration of its objects. By this petition the company applied under s. 5 of the Companies Act, 1929, for the confirmation by the court of the proposed alteration. All the members of the company, except five who were resident in South Africa, were duly served with notice of the meeting. Uthwatt, J., held that the resolution was not duly passed and dismissed the petition. The company appealed.

SCOTT, L.J., said that the relevant regulations in the company's articles of association were in the same terms as arts. 35, 95 and 77 of Table A in the Companies Act, 1862. In *In re Union Hill Silver Co., Ltd.*, 22 L.T.R. 400, some shareholders were in South America and could not receive seven days' notice of a general meeting for the purpose of passing a resolution for the winding up of a company, as required by s. 52 of the Act of 1862. It was held that the section only applied to shareholders within the jurisdiction, and therefore the proceedings were valid. In 1898 the present company was registered with articles precisely similar in form to those considered in that case. Maugham, J., followed *In re Union Hill Silver Co., Ltd., supra, In re Newcastle United Football Co., Ltd.* [1932] W.N. 109. There had been no case rejecting the earlier decision, which raised a question of general importance, namely, whether, where an interpretation of a document or instrument was doubtful but that interpretation had passed into common acceptance on the basis of its having a certain meaning, it was desirable to upset it, because to do so would disturb titles and upset business transactions (*London Founders' Association, Ltd., and Palmer* v. *Clark*, 20 Q.B.D. 576, at p. 581; *Bourne* v. *Keane* [1919] A.C., at p. 874). Those authorities stated an accepted principle of judicial interpretation of documents. It would be contrary to principle to upset what must have been the accepted interpretation of those three regulations over a long period. When the company framed its articles it must be taken to have framed them on the basis of that accepted view. The appeal should be allowed.

MORTON, L.J., and COHEN, J., agreed in allowing the appeal.

COUNSEL: *Gordon Brown.*

SOLICITORS: *Burton, Yeates & Hart*, for *Johnson & Co.*, Birmingham.

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

CHANCERY DIVISION

Palmer *v.* Lark

Vaisey, J. 9th February, 1945

Vendor and purchaser—Specific performance—Action by vendor—Rate of interest—Form of order.

Motion for judgment.

By an agreement of December, 1943, the plaintiff agreed to sell certain property to the defendants for £300. The defendants paid a deposit and took possession on the 7th December, 1943, the date fixed for completion being the 30th December, 1943. The defendants failed to complete, and in May, 1944, the plaintiff started this action for specific performance of the agreement. The defendants did not enter appearance to the action, and the plaintiff now moved for judgment in the terms of the minutes in the schedule to the motion. These asked (*inter alia*) for interest at 5 per cent. on the unpaid balance of the purchase-money from 31st December, 1943, the usual accounts and inquiries, and an order that the defendants do pay to the plaintiff when the conveyance had been approved the sum certified to be due.

VAISEY, J., said that the minutes provided for payment of interest on the unpaid balance of the purchase-money at the rate of 5 per cent., which was the rate stipulated for in the contract. He was precluded from acting on that, which involved a reference (which he was not entitled to make) to the contract itself, the rule being that he could only give the relief which the pleadings justified on their face. He was prepared to direct interest to be taken at 4 per cent. per annum, the usual rate allowed by the court apart from special agreement. The second point was more important. The minutes followed the order made in *Robinson* v. *Galland* (1889), 60 L.T. Rep. 697, and contained an unconditional order on the defendants for the payment of the amount found due from them. The more approved modern practice was to make the order in a different form, which did not allow of execution issuing until a subsequent order had been made, which was usually done after the vendor had lodged the deeds (including the executed conveyance) in court. It was a fundamental principle that the payment of the purchase-money and the delivery of the conveyance were to be simultaneous acts to be performed interchangeably (*Cooper* v. *Morgan* [1909] 1 Ch. 261). He would order that, upon the plaintiff delivering to the defendants a duly executed conveyance and all title deeds in his possession, the defendants were at the same time and place to pay to the plaintiff the amount of the certified balance found due.

COUNSEL: *E. M. Winterbotham.*

SOLICITORS: *Coode, Kingdon & Co.*, for *Orchard & Co.*, Exmouth.

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

***In re* Evertite Locknuts (1938), Ltd.**

Vaisey, J. 12th February, 1945.

Company—Transfer of share capital to another company—Dissenting shareholder—Refusal to sell—Jurisdiction of court to grant relief—Companies Act, 1929 (19 & 20 *Geo.* 5, *c.* 23), *s.* 155.

Adjourned summons.

Under s. 155 of the Companies Act, 1929, where a scheme involving the transfer of shares in one company to another company has been approved by holders of not less than nine-tenths in value of the shares transferred, the transferee company may give notice "to any dissenting shareholder that it desires to acquire his shares, and where such a notice is given, the transferee company shall, unless on an application made by the dissenting shareholder within one month from the date on which the notice was given, the courts thinks fit to order otherwise, be entitled and bound" to acquire the shares of the dissenting shareholder on the terms of the scheme. The respondent company had offered to purchase all the share capital of E., Ltd., at a premium. The scheme had been approved by all the preference holders in E., Ltd., and by holders of more than nine-tenths of the ordinary shares. The respondents served a notice on the applicant, under s. 155, of its desire to acquire his shares. The applicant, who held ordinary shares in E., Ltd., of a nominal value of £28, sought a declaration under s. 155 that he was not bound to sell his holding to E., Ltd.

VAISEY, J., said that the section gave no indication of the grounds on which the court could intervene and make an order preventing the transferee company from acquiring the shares of a dissenting shareholder. In *In re Hoare and Co., Ltd.* (1933), 150 L.T. Rep. 374, Maugham, J., stated that the court would not "order otherwise" so as to prevent the expropriation of the dissenting shareholder's shares unless it was affirmatively established, in face of the apparent views of the large majority of the shareholders, that the scheme was in fact unfair. The applicant here did not say the offer was unfair or the price inadequate. He said that, when he was called on to accept it, he had not got sufficient information on which to base his conclusion. The court should always be ready to consider the objection of those who might be prejudiced by the very drastic terms of the section. However, if this application were granted, the whole position would be left in a condition of intolerable uncertainty. It would not be right that one shareholder, owning no more than one-seven-hundreth part of the shares affected, should be entitled to stand out against the decision of the remaining shareholders merely because he had, as he thought, been left somewhat in the dark with regard to the material facts. The application must be dismissed.

COUNSEL: *C. L. Fawell; Cecil Turner.*

SOLICITORS: *Routh, Stacey, Hancock & Willes*, for *Maslen and Maslen*, Bournemouth; *Bristows, Cooke & Carpmael.*

[Reported by Miss B. A. BICKNELL, Barrister-at-Law.]

OBITUARY

MAJOR THE HON. T. D. FREEMAN-MITFORD

Major The Hon. Thomas David Freeman-Mitford, The King's Royal Rifle Corps, died of wounds last month in Burma, aged thirty-six. He was called to the Bar by the Inner Temple in 1932. In 1938–39 he was second deputy judge advocate.

MR. J. E. GRIFFITHS

Mr. John Ernest Griffiths, solicitor, of Stockport, died on Thursday, 5th April, aged sixty-five. He was admitted in 1911.

MR. A. S. MILES

Mr. Arthur Stuart Miles, solicitor, of Messrs. Norris & Miles, solicitors, of Tenbury, Worcestershire, died on Monday, 9th April, aged 92. He was admitted in 1874.

MR. G. C. SHERRARD

Mr. George Clifton Sherrard, solicitor, of Messrs. Sherrard and Sons, solicitors, of Kingston-on-Thames, died on Sunday, 1st April, aged seventy-five. He was admitted in 1894.

MR. J. W. TURNER

Mr. Joseph William Turner, solicitor, of Messrs. Turner, Sons & Smith, solicitors, of Preston, died recently aged seventy-seven. He was admitted in 1890.

THE LAW SOCIETY

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 12th, 13th and 14th March, 1945 :—B. Algar, *G. W. F. Archer, LL.B., K. H. Archer, B.A., LL.B., M. A. Bains, LL.B., G.G. Barker, M.A., *F. A. Bayly, H. Bergin, Maria M. A. Borm-Reid, D. F. Burden, B.A., Doris G. Bushnell, W. F. J. Church, D. B. Cooper, LL.B., G. H. Crabtree, LL.B., L. J. Cullen, G. R. Davies, C. G. Dennis, W. Edwards, H. R. Evans, S. Evans, J. Fineberg, LL.B., J. Forrest, D. J. Habgood, R. W. Halse, J. B. Haworth, J. A. Hay, *R. G. Hill, A. Hobson, J. E. H. Hutchinson, G. R. G. Johnson, LL.B., M. M. Johnson, R. H. L. Keane, LL.B., W. St. J. Kildahl, E. G. Langford, M.A., V. F. Lehmann, M. Morris, B.A., R. B. Morris, *S. M. O'Neill, B.A., T. G. Owen, *O. K. Pollak, LL.B., Mary G. Pollock, L. J. Rohan, J. A. W. Simpson, *Edwina M. Sloan, P. A. Taylor, LL.B., J. C. Trenchard, R. D. P. Turner, B.A., J. H. Vernon, B.A., P. S. Waite, J. Winter, LL.B. Number of Candidates, 75 ; Passed, 49. *These candidates have been awarded " Distinction " and will be permitted, at the discretion of the Council, to enter for any Honours Examination held within two years of the cessation of hostilities.

APPOINTMENT OF " NEXT FRIEND "

Blackburn Incorporated Law Association : Mr. J. W. Hollows, LL.B., Hon. Secretary, 41, Ainsworth Street, Blackburn.

Hull Incorporated Law Society : Mr. Norman Dixon, LL.B., of County Buildings, Land-of-Green-Ginger, Hull.

Warrington Law Society : Mr. T. S. Steel, of Messrs. Steels, Warrington.

Worcester and Worcestershire Incorporated Law Society : The President, at 14, Sansome Street, Worcester.

PARLIAMENTARY NEWS

HOUSE OF LORDS

COLONIAL DEVELOPMENT AND WELFARE BILL [H.L.].
Read Second Time. [10th April.

HOUSE OF COMMONS

COMMERCIAL GAS BILL [H.C.].

SOUTH SUBURBAN GAS BILL [H.C.].
Read Third Time. [11th April.

LONDON COUNTY COUNCIL (MONEY) BILL [H.C.].
To regulate the expenditure on capital account and lending of money by the London County Council during the financial period from 1st April, 1945, to 30th September, 1946, and for other purposes.
Read First Time. [11th April.

MARRIAGES PROVISIONAL ORDER BILL [H.C.].
To confirm a Provisional Order made by one of His Majesty's Principal Secretaries of State under the Marriages Validity (Provisional Orders) Acts, 1905 and 1924.
Read First Time. [12th April.

MINISTRY OF CIVIL AVIATION BILL [H.C.].
Read Second Time. [11th April.

REQUISITIONED LAND AND WAR WORKS BILL [H.C.].
In Committee. [13th April.

QUESTIONS TO MINISTERS

LIFE INSURANCE POLICIES : FRANCE

Mr. G. HUTCHINSON asked the Chancellor of the Exchequer whether arrangements can be made for persons insured under life policies taken up with insurance companies in France before the war, premiums upon which have been in arrear during the occupation of France, to be granted the necessary exchange facilities for making the payments required by the French insurers to revive these policies.

Sir JOHN ANDERSON : Yes, sir. The recent financial agreement with the French Government, and connected arrangements, make this possible, and persons concerned can now apply through their bankers for the necessary permission. [10th April.

WAR DAMAGE ACT

Sir J. LUCAS asked the Chancellor of the Exchequer if he is aware that whereas house property is covered by the War Damage Insurance Scheme, the deeds of such property are not covered by insurance ; and whether he will waive the fees for certificates from the land registrar in cases where the loss, by enemy action, can be certified by a responsible person.

Sir JOHN ANDERSON : The answer to the first part of the question is in the affirmative. With regard to the second part, I assume my hon. friend to have in mind cases where the owner has already registered before the deeds are destroyed and after their destruction wishes to obtain a new certificate. In such cases the fee for supplying the new certificate is £1, which compares with a fee of two guineas and the additional sum of £2 10s., or £3 10s. in non-compulsory areas, for advertisement charged in the case of a certificate lost or destroyed otherwise than by enemy action. I see no reason to waive this small charge. [10th April.

WAR LEGISLATION

STATUTORY RULES AND ORDERS, 1945

No. 276. **Cinematograph Films** (Registration) Amendment Regs., March 27.

No. 345. **Education, England and Wales.** Regulations prescribing standards for school premises, 1945, March 24.

No. 357. **Export of Goods** (Control) (No. 3) Order, March 30.

No. 370. **Land.** Acquisition of Land (Valuation for Supplemental Compensation) Regs., March 31.

No. 335. **Pension.** Personal Injuries (Civilians) Scheme Order, March 26, amending the Personal Injuries (Civilians) Scheme, 1944.

No. 367. **Registration of Births, Deaths and Marriages** (Information affecting Contributory Pensions) Amendment Regs. (Scotland), 1945. March 27.

No. 354. **Road Vehicles Licensing** (Leave Permit) (Amendment) Regs., March 27.

No. 323. **Special Constables** Order in Council, March 21.

PROVISIONAL RULES AND ORDERS, 1945

Factories. Woodworking (Amendment of Scope) Special Regulations.

STATIONERY OFFICE

List of Statutory Rules and Orders issued during March, 1945.

[Any of the above may be obtained from the Publishing Department, S.L.S.S., Ltd., 88/90, Chancery Lane, London, W.C.2]

THE SOLICITORS' LAW STATIONERY SOCIETY, LIMITED.

The report of the Directors of The Solicitors' Law Stationery Society, Limited, for the year 1944, states that there was a substantial increase in sales and a small increase in profit, the profit for the year being £19,921, against £18,409 in 1943. As a consequence the Directors recommend that a dividend of 5 per cent. per annum, less income tax, be paid in respect of the year. A bonus will be payable to the staff under the profit-sharing scheme. They also recommend the provision of £10,000 for future taxation, the addition of £750 to the women's pension reserve, the writing off of £3,500 from the amount standing in the balance sheet as value of freehold premises, and the carrying forward of the sum of £12,027, against £12,382 brought forward from the previous year.

The annual meeting will be held at 88–90, Chancery Lane, W.C.2, on Tuesday, 24th April, at 12.30 o'clock. A report of the proceedings at the meeting will appear in next week's issue.

NOTES AND NEWS

Honours and Appointments

Mr. DAVID LLEWELYN JENKINS, K.C., and Mr. EDWARD ACKROYD have been elected Benchers of Lincoln's Inn.

Mr. D. MARTIN JONES, Assistant Solicitor to the Reading Corporation, has been appointed Deputy Town Clerk of Winchester. He was admitted in 1935.

Mr. JOHN C. LAVERY, solicitor, of Southport, has been appointed Assistant Solicitor to the Huntingdon County Council. Mr. Lavery was admitted in 1939.

Mr. JOHN ROSKRUGE WOOD has been appointed Deputy Chairman of the Court of Quarter Sessions of the County of Oxford. Mr. Wood was called by Lincoln's Inn in 1919.

Major The Hon. QUINTIN MCGAREL HOGG, M.P., has been appointed Joint Parliamentary Under-Secretary for Air in succession to the late Commander Rupert Arnold Brabner, D.S.O., D.S.C., R.N.V.R. Mr. Quintin Hogg was called by Lincoln's Inn in 1932.

Mr. CHARLES LAMOND HENDERSON, K.C., has been appointed Recorder of Warwick in the place of Mr. Henry St. John Field, K.C., who has been appointed a County Court Judge. Mr. Henderson was called to the Bar by the Middle Temple in 1920 and took silk in 1943, the year in which he became Recorder of Newark.

Notes

Mr. Robert S. W. Pollard, a London solicitor, has been adopted as prospective Labour candidate for Bournemouth. He was admitted in 1929.

Mr. Philip Vos, K.C., has been adopted Labour candidate for the Waterloo Division of Liverpool. Mr. Vos was called by the Inner Temple in 1921 and took silk in 1937.

The usual monthly meeting of the Directors of the Law Association was held on the 9th April, Mr. C. A. Dawson in the chair. There were seven other Directors present and the Secretary. The sum of £249 was voted in relief of deserving applicants and preliminary arrangements were made for the annual general court.

An ordinary meeting of the Medico-Legal Society will be held at Manson House, 26 Portland Place, W.1 (Tel.: Langham 2127), on Thursday, 26th April, at 5 p.m., when a paper will be read by J. B. Firth, D.Sc., F.R.I.C., M.I.Chem.E. (Director of Home Office Forensic Science Laboratory, North West Region), on "Forensic Science Laboratories."

The first interim report of the Committee appointed by the President of the Board of Trade to inquire into the changes necessary in the Patents and Designs Acts has now been published. The report recommends certain changes in the procedure for making application for extension of the term of patents in cases where the patentee has suffered loss or damage as a result of the war.

Mr. Willink announced recently in the House of Commons that a committee had been appointed, with Lord Reading as chairman, to examine the number, size and boundaries of the Metropolitan boroughs and the distribution of functions between the L.C.C. on the one hand and the Common Council of the City of London and the Metropolitan borough councils on the other.

COURT PAPERS

SUPREME COURT OF JUDICATURE

EASTER SITTINGS, 1945.

HIGH COURT OF JUSTICE—CHANCERY DIVISION

ROTA OF REGISTRARS IN ATTENDANCE ON

		Emergency Rota.	Appeal Court I.	Mr. Justice Uthwatt.
Mon.,	April 23	Mr. Andrews	Mr. Farr	Mr. Blaker
Tues.	24	Jones	Blaker	Andrews
Wed.,	25	Reader	Andrews	Jones
Thurs.,	26	Hay	Jones	Reader
Fri.,	27	Farr	Reader	Hay
Sat.,	28	Blaker	Hay	Farr

		Group A.		Group B.	
		Mr. Justice Cohen.	Mr. Justice Vaisey.	Mr. Justice Evershed.	Mr. Justice Romer.
Mon.,	April 23	Mr. Reader	Mr. Hay	Mr. Jones	Mr. Andrews
Tues.,	24	Hay	Farr	Reader	Jones
Wed.,	25	Farr	Blaker	Hay	Reader
Thurs.,	26	Blaker	Andrews	Farr	Hay
Fri.,	27	Andrews	Jones	Blaker	Farr
Sat.,	28	Jones	Reader	Andrews	Blaker

STOCK EXCHANGE PRICES OF CERTAIN TRUSTEE SECURITIES

Bank Rate (26th October, 1939) 2%

	Div. Months	Middle Price 16th April 1945	Flat Interest Yield £ s. d.	‡ Approximate Yield with redemption £ s. d.
British Government Securities				
Consols 4% 1957 or after	FA	111⅛	3 11 9	2 17 1
Consols 2½%	JAJO	83¼	3 0 1	—
War Loan 3% 1955–59	AO	103	2 18 3	2 13 0
War Loan 3½% 1952 or after	JD	105⅝	3 6 3	2 13 2
Funding 4% Loan 1960–90	MN	114	3 10 2	2 16 9
Funding 3% Loan 1959–69	AO	100¾	2 19 6	2 18 7
Funding 2¾% Loan 1952–57	JD	102¼	2 13 9	2 7 11
Funding 2½% Loan 1956–61	AO	98¾	2 10 7	2 11 11
Victory 4% Loan Av. life 18 years	MS	114	3 10 2	2 19 8
Conversion 3½% Loan 1961 or after	AO	106¼	3 5 10	3 0 0
Conversion 3% Loan 1948–53	MS	102⅝	2 18 4	2 0 0
National Defence Loan 3% 1954–58	JJ	103¼	2 18 1	2 11 5
National War Bonds 2½% 1952–54	MS	101¼	2 9 4	2 6 5
Savings Bonds 3% 1955–65	FA	101⅛	2 19 1	2 16 6
Savings Bonds 3% 1960–70	MS	100⅛	2 19 8	2 19 2
Local Loans 3% Stock	JAJO	96½	3 2 2	—
Bank Stock	AO	385½	3 2 3	—
Guaranteed 3% Stock (Irish Land Acts) 1939 or after	JJ	97½	3 1 6	—
Guaranteed 2¾% Stock (Irish Land Act 1903)	JJ	93½	2 18 10	—
Redemption 3% 1986–96	AO	99⅜	3 0 2	3 0 9
Sudan 4½% 1939–73 Av. life 16 years	FA	116	3 17 7	3 4 1
Sudan 4% 1974 Red. in part after 1950	MN	111	3 12 1	1 16 6
Tanganyika 4% Guaranteed 1951–71	FA	106½	3 15 1	2 16 2
Lon. Elec. T.F. Corp. 2¼% 1950–55	FA	98½	2 10 9	2 13 2
Colonial Securities				
*Australia (Commonw'h) 4% 1955–70	JJ	108	3 14 1	3 1 2
Australia (Commonw'h) 3½% 1964–74	JJ	102	3 3 9	3 2 2
Australia (Commonw'h) 3% 1955–58	AO	100	3 0 0	3 0 0
†Nigeria 4% 1963	AO	114	3 10 2	2 19 8
*Queensland 3½% 1950–70	JJ	102½	3 8 4	2 17 10
Southern Rhodesia 3½% 1961–66	JJ	105	3 6 8	3 1 11
Trinidad 3% 1965–70	AO	100	3 0 0	3 0 0
Corporation Stocks				
*Birmingham 3% 1947 or after	JJ	96	3 2 6	—
*Croydon 3% 1940-60	AO	101	2 19 5	—
*Leeds 3½% 1958–62	JJ	102	3 3 9	3 1 3
*Liverpool 3% 1954–64	MN	100	3 0 0	3 0 0
Liverpool 3½% Red'mable by agreement with holders or by purchase	JAJO	105	3 6 8	—
London County 3% Con. Stock after 1920 at option of Corporation	MSJD	96	3 2 6	—
*London County 3½% 1954–59	FA	106	3 6 0	2 15 5
Manchester 3% 1941 or after	FA	95	3 3 2	—
*Manchester 3% 1958–63	AO	101	2 19 5	2 18 2
Met. Water Board 3% "A" 1963–2003	AO	97	3 1 10	3 1 10
Do. do. 3% "B" 1934–2003	MS	99	3 0 7	3 0 11
Do. do. 3% "E" 1953–73	JJ	99½	3 0 4	3 0 6
Middlesex C.C. 3% 1961–66	MS	101	2 19 5	2 18 5
*Newcastle 3% Consolidated 1957	MS	101	2 19 5	2 18 0
Nottingham 3% Irredeemable	MN	94½	3 3 6	—
Sheffield Corporation 3½% 1968	JJ	107	3 5 5	3 1 6
Railway Debenture and Preference Stocks				
Gt. Western Rly. 4% Debenture	JJ	116½	3 8 8	—
Gt. Western Rly. 4½% Debenture	JJ	122½	3 13 6	—
Gt. Western Rly. 5% Debenture	JJ	136½	3 13 3	—
Gt. Western Rly. 5% Rent Charge	FA	135½	3 13 10	—
Gt. Western Rly. 5% Cons. G'rteed.	MA	133½	3 14 11	—
Gt. Western Rly. 5% Preference	MA	122½	4 1 8	—

* Not available to Trustees over par.
† Not available to Trustees over 115.
‡ In the case of Stocks at a premium, the yield with redemption has been calculated at the earliest date: in the case of other Stocks, as at the latest date.

"THE SOLICITORS' JOURNAL"

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Advertisements must be received first post Tuesday.

Contributions are cordially invited and should be accompanied by the name and address of the author (not necessarily for publication).